

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

CARDINAL SQUARE, LLC an Indiana	)	
Limited Liability Company,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 1:23-cv-00114-JRS-MJD
	)	
QBE SPECIALTY INSURANCE	)	
COMPANY a North Dakota Corporation,	)	
	)	
Defendant.	)	
_____	)	
	)	
LG ELECTRONICS U.S.A. INC.,	)	
SEA, LTD,	)	
	)	
Interested Parties.	)	

**Order on Discovery Dispute**

This is an insurance coverage dispute arising from lightning strike damage to a Muncie apartment building. Here, though, the Court addresses a discovery dispute. QBE subpoenaed interested parties LG Electronics and SEA for a settlement agreement and expert reports that came from a prior lawsuit between Cardinal Square and LG. Magistrate Judge Dinsmore denied, (ECF No. 101), LG's motion to quash, and LG appeals. Now before the Court is LG's Emergency Motion to Stay Magistrate Order, (ECF No. 109), and its Rule 72 Objection to Magistrate Order, (ECF No. 110).

The Court will examine the Order in question, (ECF No. 101), and "modify or set aside any part of the order that is clearly erroneous or is contrary to law." Fed. R. Civ. P. 72(a). "The clear error standard means that the district court can overturn

the magistrate judge's ruling only if the district court is left with the definite and firm conviction that a mistake has been made." *Weeks v. Samsung Heavy Indus. Co.*, 126 F.3d 926, 943 (7th Cir. 1997).

The Court finds no error in the Magistrate Judge's ruling.

LG relies heavily on *White-Rodgers v. Kindle*, 925 N.E.2d 406 (Ind. Ct. App. 2010), for its position that expert work product is protected in subsequent litigation. *White-Rodgers* happens to be irrelevant: it is an Indiana Court of Appeals case interpreting Indiana trial rules—this is a federal court, where the Federal Rules of Civil Procedure apply. Even if it were relevant, it deals with a different scenario than that presented here. *White-Rodgers* dealt with the disclosure of a consulting expert's work in ongoing litigation between two parties. Here we have expert work product from a different suit between different parties. The Magistrate Judge correctly states the rule: "Documents prepared for one who is not a party to the present suit are wholly unprotected by Rule 26(b)(3) even though the person may be a party to a closely related lawsuit in which he will be disadvantaged if he must disclose in the present suit." Wright & Miller, 8 Fed. Prac. & Proc. Civ. § 2024 (3d ed.).

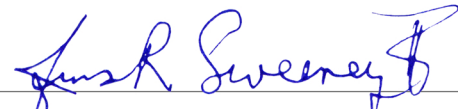
LG's argument against producing the settlement agreement is also weak. LG argues the Magistrate Judge misweighed the relevance and burden of producing the settlement agreement. It is not generally a reviewing Court's job to reweigh factual determinations. Even so, the Court sees nothing inappropriate in the Magistrate Judge's assessment of the situation: the settlement of the prior lawsuit has some bearing on the claims at issue here. That is true even if the settlement includes

extraneous matters. The burden of producing a single document is trivial. And there is a protective order available if LG wants to retain its confidentiality.

The Magistrate Judge's Order, (ECF No. 101), stands; the Court finds no clear error; LG's Motions, (ECF Nos. 109, 110), are **denied**.

**SO ORDERED.**

Date: 10/04/2023

  
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JAMES R. SWEENEY II, JUDGE  
United States District Court  
Southern District of Indiana

Distribution:

Magistrate Judge Dinsmore

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